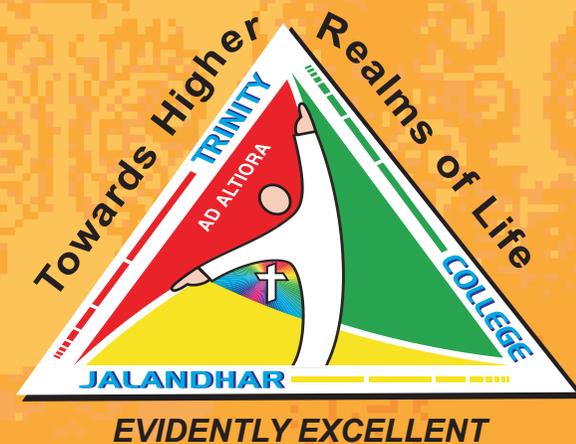


HUMAN RESOURCE POLICY AND FUNCTIONS 2015

(Service Rules)



SPONSORED BY



FOR THE EMPLOYEES OF
TRINITY COLLEGE
JALANDHAR

DECLARATION

I have read and understood the above terms and conditions and other rules and regulations contained in the booklet "Service Rules and Regulations" and I undertake to abide by them willingly as an essential requirement for employment in this institution.

Date.....

Place.....

Employee's Signature

Witness No 1

Name & Address

.....
.....
.....

.....
.....
.....

Signature

Witness No 2

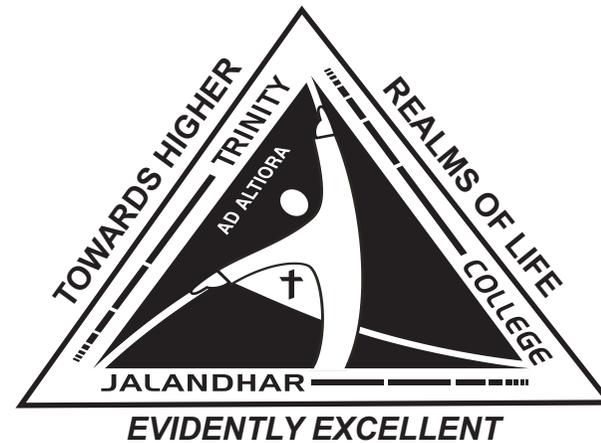
Name & Address

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Signature

HUMAN RESOURCE POLICY AND FUNCTIONS 2015 *(Service Rules)*



FOR THE EMPLOYEES OF
TRINITY COLLEGE
JALANDHAR

Published by
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**HUMAN RESOURCE POLICY
 AND
 FUNCTIONS 2015**

A. INTRODUCTION

1. Committed and ignited teachers are the most valuable asset of any academic institute pursuing academic excellence and all round learning of the student community. The intent of this HR policy is to attract and retain the best minds to teaching and to facilitate their growth while they serve the student community at Trinity.
2. Trinity College Educational Society, owned and managed by the Catholic Christian Minority Community under the auspices of Dioceses of Jalandhar, is a registered charitable society (vide no.DIC/Jal/89 of 2003 under the Societies Registration Act XXI of 1860). Its aim is to impart education to Christians and to all without any discrimination of cast and creed in the broad spirit of the teaching of Jesus Christ. (Vide memorandum of Association of Trinity College Educational Society 4a,b,c).

To achieve the objectives of the society the following terms and conditions have been framed which shall be known as Service Rules and Code of Conduct for the teaching, non-teaching and administrative staff. Henceforth it shall be known as Service Rules and Code of Conduct.

These Service Rules and Regulations 2015 will be applicable on Trinity College from January 1st 2015. The Previous Service Rules and Regulations adopted by the College are hereby repealed.

DEFINITIONS

- a. In these “Service Rules and Regulations”, unless there is anything repugnant in the subject or context:-
- i. “Diocese” means the Diocese of Jullundur - a Registered Body, registered under the Societies Registration Act XXI of 1860, also known as “Diocese of Jalandhar”.
 - ii. “President” means Bishop of the Roman Catholic Diocese of Jullundur who is ex-officio President and Chairman of the Registered Society, “Diocese of Jullundur” and also of the Trinity College Educational Society.
 - iii. “Trinity College” means the Educational Institution functioning under the administration of the “Trinity College Educational Society”(Registered), established and owned by the Diocese of Jalandhar.
 - iv. “Governing board” means “The Governing board” constituted as per the memorandum of the Registered Society.
 - v. “Vice President/Chairman”, means the person of the Governing board appointed by its President to be its chairperson on his behalf.
 - vi. “Executive Secretary” means a person appointed by the President of the Society to assist the functioning of the Governing board (a) maintaining the records and documents pertaining to the Institution, (b) recording the deliberations and decisions of the Governing board (c) communicating the decisions to the members and (d) issuing letters, circulars, notices, decisions etc. of the Governing board or the Executive Committee, in accordance with the directions of the Chairman to the persons concerned.
 - vii. “Director” means the person appointed by the President as overall in-charge of the college for implementation of the

- Rules and Regulations and or any other directives given by the President or the Governing board from time to time with a duty to report back to the President or the Governing board, as the case may be, on all matters pertaining to the college.
- viii. “Principal” means the head of the college, appointed by the President for a specific period, for running the day-to-day administration and other affairs of the institution, as per the guidelines issued by the Diocese or the Governing board in consultation with the Director.
 - ix. “Education Board” means “The Diocesan Board of Education” constituted by the President of the “Diocese of Jullundur” to help him in the general administration of the educational or other institutions of the Diocese consisting of its Chairman, appointed by the Bishop and the Executive committee and other members appointed/nominated by the Bishop. The Education Board meets at least once a year, while the Executive committee meets oftener as per requisite.
 - x. “Local Managing Committee” (LMC) means a body constituted by the Governing Board of the Society and appointed by the President consisting of its Chairman and a minimum of five members, of which the Principal of the institution shall be the ex-officio Secretary. The Chairman of the Diocesan Board of Education shall be the ex-officio chairman of the LMC of every educational society under the Diocese of Jalandhar. The other members shall be the Director, the person in-charge of the accounts, two parents, two teachers and nominated members by the President. It shall meet a minimum of three times in an academic year to appraise the functioning of the institution.
 - xi. “Staff Secretary” means a teacher selected/appointed to keep a record of the matters pertaining to the staff, including

- report of staff meeting and other activities connected with staff welfare programmes and who also functions, where necessary, as an intermediary between the staff and the Principal.
- xii. "Head of the Department" means a member of the staff so appointed by the Principal in order to monitor and coordinate a specific section or department of the academic sector as directed by the Principal.
 - xiii. "Employee" means a person, employed on an agreed upon remuneration by the Principal or the Governing board for rendering service in the college in the teaching or non-teaching activities, whether such employment is part-time or full-time; for a fixed period, on probation, temporary, casual, ad-hoc, regular or on contract.
 - xiv. "Month" means a month according to the English calendar.
 - xv. "Year" means an academic year in relation to an educational institution.
 - xvi. "Pay" means all the monthly remunerations admissible to an employee including wages, allowances and other benefits as mutually agreed upon between an employee and the head of an institution at the time of his appointment or thereafter.
 - xvii. "Casual Employee" means a person who is employed for any work which is unforeseen, unexpected or is essentially casual in nature which is not likely to last for a long period.
 - xviii. "Temporary Employee" means a person who is employed to do work which is essentially of a temporary nature, for a specified period not exceeding Eleven months, or as an additional employee in connection with the work of a permanent character due to exigencies of work.
 - xix. "Part Time Employee" means a person employed for a duration which is less than normal working hours and paid remunerations in the ratio of his working hours vis-à-vis a whole time employee of his category.

- xx. "Contractual Employee" means a person employed on a mutually agreed upon terms and conditions in an educational or other institute for a specified period for a specific work on emolument mutually agreed with him as consolidated pay.
 - xxi. "Ad-hoc Employee" means a person who is employed by the Principal as a stopgap arrangement on a leave vacancy.
 - xxii. "Substitute Teacher" means a teacher engaged temporarily in place of another for a very short duration, not exceeding one month.
 - xxiii. "Probationary Employee" means a person provisionally employed on a post on trial basis to ascertain his fitness till his confirmation in the post.
 - xxiv. "Regularized/ Confirmed employee" means a person who is confirmed on a post upon satisfactory completion of his period of probation. No staff shall be confirmed before he/she is approved by the University. However, the governing board can confirm a teacher on merit basis.
 - xxv. "Administrative Staff" means a person who is employed for rendering services other than teaching, consisting of Clerks, Accountant, Librarian, Receptionist, Office Assistant, Lab Assistant, Driver, Peon, Chowkidar, Gatekeeper, Gardener, Sweeper etc.
 - xxvi. "Notice Board" means the Board meant for displaying notices to the employees, students, parents or general public and is placed by the Principal at a conspicuous place in the premises of the institution
3. The Jurisdiction of the Diocese of Jullundur will be as defined in the Memorandum of the "Diocese of Jullundur", registered society, vide No.134 of 1957-58 under the Societies Registration Act XXI of 1860, with the declared objectives "To diffuse social, moral, religious and secular knowledge; to

provide and or administer colleges, hostels, convents..." etc. (article 3, b & c).

4. And whereas the Diocese is empowered to do all such lawful things as are necessary, incidental or conducive to the attainment of the objectives enshrined in the "Memorandum of Association" of the society and for the overall betterment of the institutions functioning or working under the Diocese, or the future institution which the Diocese proposes to bring under it, the following Rules and Regulations are made for the employees working in the college.
5. And whereas the Service Rules and Regulations which came into force with effect from July 2009 was subsequently revised on 1st January 2015.
6. And whereas vide resolution No. 1 of the Minutes of General Body Meeting of the Trinity college educational Society held on 22 December, 2014 it was resolved that the Service Rules and Regulations 2009 be revised.

B. PRELIMINARY

1. These revised "Service Rules and Regulations" shall come into force with effect from January 1, 2015 on all the employees presently on the roll of the institutions and shall contain the specific conditions of service and employment of the teaching and non-teaching staff and shall apply to each and every employee, of whatever grade/class, employed and working and to be employed in future in Trinity College.
2. The Diocese reserves the right, without giving any previous notice in this behalf, to revise, abrogate, amend, alter any or all the provisions or add or delete any of the provision of these rules and regulations and to bring any such revision, amendment, alteration, addition or deletion into effect from such date as it may deem fit. Such revision, amendment, alteration, addition or deletion in the provisions of these rules

and regulations shall become binding on all the existing and future employees of the college, when communicated to them either in writing or by affixing the same on the Notice Board of the institution. In case of any dispute regarding the interpretation of these rules and regulations, the decision of the Diocese shall be final and binding.

C. GENERAL EXPLANATIONS

1. The letters of the words defined in a definition are not case sensitive and may be written in small or capitals or combination of both in these rules and regulations.
2. In these rules and regulations, the pronoun "he" and its derivatives have been used to commonly denote a person of a male or of a female gender.

D. PRESIDENT

1. The President shall be the appointing authority. He shall exercise this authority directly or through the Chairman.
2. The President shall appoint the Chairman of the Governing board.
3. The President, *suo-moto* or on the request of any persons concerned, may try and decide any dispute with regard to the general administration of the college.

E. THE GOVERNING BOARD

1. Governing board shall have the control and supervision over the administrative and other functions of Trinity College.
2. The advice of the Governing board on all matters pertaining and including the appointment, suspension, disciplinary action and termination of an employee shall be binding on the Principal, Director and employees of the College.

3. The appointments and other administration of Trinity College shall be done by the Executive Committee headed by the Chairman of the Governing board . The Chairman of the Governing board may further delegate this authority to the Director or the Principal of the College.
4. The Chairman of the Governing board, *suo-moto* or at the request of the Principal, may try and decide any dispute with regard to the general administration of an educational institution under the supervision of the Governing board.
5. Governing board may solicit legal assistance from any person, firm, company or corporate body for ensuring proper and effective implementation of these rules and regulations or before taking any action as per these rules and regulations and the law of the land.

CHAPTER I
SERVICE RULES

A. APPLICATION

If a vacancy arises in a department, the department Head shall send a Requisition Report to the Principal, stating the skill sets required and job description, who in turn, will forward the same with details and recommendation to Chairman/Director for approval. Once it is approved, recruitment process is initiated. The sources of recruitment would be either or the combination of the following:

- a) Internal database of unsolicited applications and applications which came in response to previous advertisements.
- b) Advertisement in the newspaper or other media.
- c) Employee referrals.
- d) If vacancy is notified through an Advertisement, the HR/PRO shall prepare the advertisement in consultation with the concerned department. He / She shall release the advertisement with the approval of Principal.
- e) An eligible person, desirous of employment in any category of job in an institution, shall submit an application to the Principal of the institution concerned, along with the attested copies of his certificates and testimonials.
 1. For Religious Staff with required qualifications, all appointments will be made directly by the President without advertisement and interview. These appointments shall be effective only as long as he/she remains a religious under the authority, which appointed her/him.
 2. All other appointments of all categories will be made by the Governing Board either by direct recruitment or by

promotion and in accordance with and upon such conditions as the Governing Board may decide.

3. By signing the duplicate copy of the appointment letter, the employee accepts all the terms and conditions of service as specified herewith.
4. During the period of service, if the management detects any fault in the certificate/ diploma of the employee and the fault is confirmed after enquiry, his/her appointment will be null and void w.e.f. the date of appointment. Such an employee will have to refund all the emoluments/remuneration received from the institution.
5. Promotion or reduction in rank or grade is at the discretion of the management whose decision shall be based on the employees' efficiency and dedication to work.

B. APPOINTMENT

1. The appointment of the selected candidate shall be after signing an agreement with the Institution, declaring his unequivocal acceptance of the terms and conditions of the Service Rules and Regulations, after having gone through the Service Rules and Regulations.
2. After signing the agreement, the candidate shall be issued an order of appointment. The terms and conditions of his letter of appointment shall act supplementary to the Service Rules and Regulations and both shall apply conjointly.
3. The date of birth of an employee, once entered in the record of the institution, shall be the evidence of his age in relation to all matters pertaining to his service and in no case it shall be disputed.
4. A part-time/contractual/probationary employee shall deposit with the College Principal, an amount equal to his one month's pay, as caution deposit, which shall be refunded to him, without any interest, after the final settlement of accounts and on

production of 'No Dues Certificate' from the various departments of the institution to the Principal.

5. A Confirmed/Regularized employee shall deposit with the institution an amount equal to his one month current pay as caution deposit which shall be refunded to him, without any interest, after deducting the balance dues, if any, at the time of submitting 'No Dues Certificate' before leaving the institution at the time of his full and final settlement. The confirmed/regularized employee may deposit the Caution deposit as lump-sum or submit an application to the Principal, requesting deduction of caution deposit from his pay in a maximum of ten installments after adjusting the initial caution deposit, if any.
6. An employee who abandons his service, without submission of prior notice (three months for regular/confirmed employees and one month for others), shall not be entitled to recover his caution deposit.
7. An employee who is dismissed from service or whose services are terminated due to violation of any of the clauses in the Service Rules and Regulations will not be entitled for recovery of any caution deposit, gratuity and any other benefit given to the employee who leaves the service on a bona fide basis.
8. All newly appointed employees shall give their postal address for communication to the institution of their appointment. They shall also give their mobile numbers and email address, if any, and shall inform to the Principal if and when any change occur in the given postal or email address and mobile number.
9. The persons employed on contract shall be entitled to a consolidated amount for the duration of the contract period by dividing the amount in monthly installments within ten days from the end of the month after deduction of the TDS.

C. NONREGULAR EMPLOYEES

1. The Principal of the college, in consultation with the Director, may engage any teaching or non-teaching employee as per exigencies of requirement at their local level, but only for a mutually agreed period of time and pay, specifically mentioned and mutually agreed upon in writing, with due information to the Governing board. The employees will work under the direction and supervision of the Principal.
 - i. **CASUAL EMPLOYEE:** A casual employee may be employed by the Principal without going into the regular formalities of an appointment; but for a specific period and for an agreed upon consolidated pay. A casual employee shall not be entitled to any benefits that are available to other employees.
 - ii. **SUBSTITUTE TEACHER:** A substitute teacher may be engaged locally by the Principal of the college for a duration not exceeding three months, but may be extended as per requirement.
 - iii. **TEMPORARY EMPLOYEE:** The Principal may employ a temporary employee, on a temporary basis, for a stipulated period, as per the exigencies of the institution during the current year and his service will automatically stand terminated after the stipulated period, and or after the declaration of the annual result at the end of the academic year, unless specified otherwise.
 - iv. **CONTRACTUAL SERVICE PROVIDER:** The Principal may engage a person on contract or as ad hoc employee as per the exigencies of the current year through an agreement for a fixed period and for a fixed remuneration payable in equal monthly installments for the specified period. The employee shall work under the supervision and directions of the Principal. His contract may be renewed, at the discretion

- of the Principal, for another fixed period and for a fixed remuneration. However, post-facto sanction of the same shall be obtained from the Governing board. Such renewal of contracts shall not entitle the person to regular employment and benefits enjoyed by the regular employees. The principal shall have the powers to terminate the service contract without assigning any reason during the contractual period and as well as to extend the duration of the contract. The concerned employee is to work till the last day of extended period.
- v. **PART TIME EMPLOYEE:** The Principal may also engage a part-time employee as per exigencies of the current year. The extension of the same for more than one year is not to be granted without approval of the Governing board.
2. All employees in the category of casual/substitute/ temporary/ contractual/ part time /ad-hoc are to work till the last day of the employment. The services of such employees will automatically be terminated on the expiry of the specific period for which the appointment was done. They shall not be entitled for any other benefits that are available to other employees.

D. PROBATION

1. A person before being confirmed/regularized on any post in the College shall be on probation for a period of not less than one year from the date of his appointment as probationer, unless specified otherwise.
2. The period of probation may be further extended by such period/s at the sole discretion of the Principal on the basis of the performance of the employee, provided that the total period of probation shall not exceed two years.
3. During the probation period the Principal may terminate the service of an employee, if found unsatisfactory, without assigning any other reasons whatsoever.

4. The services of a probationary employee will be considered as terminated, after the last day of the probationary period, and he/she will not have any claim to employment.
5. In case ,the post against which a probationer is employed is abolished during his probation period, his services shall stand terminated automatically, without, any notice or compensation.
6. Probationary employee is not entitled for annual increment and other benefits available for regular/confirmed employee. However, casual leaves and medical leaves may be granted at the direction of the Principal.

E. INDUCTION PROCESS

The induction process of a new employee would be taking place during the first week and the general process is as follows:

First meet the HR in-charge and s/he will give an overview of the organization, provide a handbook of the organization, diary, brochure etc. The HR then will help the new recruit to go over the content of college website. The HR will also fix appointments with the Director, Principal, Vice Principal, (Hostel Directors), HODs, Librarian and Office Superintendant so as to enable the new recruit to meet the various functionaries of the college. All these officials will in turn appraise the new employee regarding the culture, expectations and the opportunities of the organization. After meeting all the above mentioned authorities, the new employee will again be appraised by the HR of the various rules and regulations of the college which all the employees are expected to observe and after this meeting the new faculty/staff would resume regular duties.

F. TERMINATION OF SERVICES

i) Notice by staff

- a) any permanent / regular member of the teaching staff desirous

of leaving service shall give three months notice or three months pay in lieu of notice to the appointing authority concerned.

- b) in the case of non-teaching employees any permanent member of the staff shall give one month's notice or one months pay in lieu of the notice.
- c) Temporary or probationary members of the teaching staff should give one month's notice or one month;s pay in lieu of notice.

ii) Termination by management

1. The services of a casual/substitute/ temporary/part time /ad-hoc employee and of a probationary employee may be terminated, by the Principal or the Governing board, at any time, if the employee's work or conduct is found unsatisfactory.
2. The Principal is empowered to terminate the services of a contractual employee, on violation of any of the terms and conditions of the contract, during the contractual period, without any prior notice.
3. The services of an employee on probation may be terminated by the Principal or the Governing board through the Principal of the institution, if the employee's work or conduct is found to be not up to the satisfaction of the Principal.
4. The services of a casual/substitute/ temporary/ contractual/ part time /ad-hoc employee will come to an end automatically when the specific work for which he was employed is completed or when the period for which he was in the first instance employed ends or when the college is closed due to vacations. Neither party is required to give any reason for such termination.
5. The Governing board may terminate the services of a confirmed/regularized employee, for reasons of retrenchment because of abolition of a subject, class or department, after giving such employee three months notice.

6. A confirmed/regularized employee may leave his services either by giving three months advance notice or on payment of three months salary in lieu thereof.
7. The Governing board, may terminate the services of a confirmed/regularized employee on grounds of violation of the code of conduct, insubordination, inefficiency in his work/duty, neglect of assigned duty, contagious disease, physical or mental disability, moral turpitude, registration of criminal case against him or for any other cause which shall make the employee incapable of fulfilling the duties, unsuitable or undesirable for retention in service. However, before terminating the services on account of misconduct, an enquiry shall be conducted by an enquiry officer or a committee consisting of two persons appointed by the Governing board.

8. Termination as a penalty

The services of an employee is liable to be terminated on one or more of the following grounds:

- a. Major misconduct
 - b. Moral Turpitude
 - c. Willful and persistent negligence of duty.
 - d. Incompetence
 - e. Contagious disease
 - f. Or any other cause which shall make the employee unsuitable or undesirable for retention in service.
9. The employee facing the enquiry shall be bound to submit his defence statement on receipt of charge sheet within the stipulated period given in the notice. The employee is duty bound to submit detailed reply on each of the charges. The said defense statement should be submitted to the Principal. The charges admitted by the concerned employee will not be reopened during the enquiry. The enquiry officer/ Committee will examine the evidence only with respect to the non-admitted charges.

10. If the Governing board after studying the report comes to the conclusion that the services of the employ concerned should be terminated or dismissed then a show-cause notice will be served on the employee asking him why the proposed punishment should not be awarded.
11. After having passed the stipulated period for the reception of the reply, mentioned in the show-cause notice, the Governing board will, after studying the reply, if it is received, pass its final decision which shall be communicated to the employee.

G. RESIGNATION

1. Procedure for resignation

A person submitting resignation letter has to forward the same to the Principal through the Head of the department. Notice for resignation shall be 30 days. A notice pay of 3 month salary shall be given for a shorter period. Once the resignation is accepted, towards the end of the notice period, the employee has to get No Objection Certificates (NOC). It shall be obtained from the respective Departments, Accounts and Administration, Hostel and Library in the prescribed format. Statement of Accounts shall be prepared showing details like leave and other deductions, salary, allowances etc. One copy shall be given to the person at the time of his/her leaving and the other copy is to be signed and returned back. If needed, a relieving letter shall also be issued by the Administration department. S/he should also hand over all the files, documents and responsibilities to the concerned person. The concerned person and HOD should also issue an NOC. The good-bye form of the college should be filled and handed over to the principal for relieving letter.

The resignation of an employee will come into effect only when it is accepted by the Principal/Governing board. The Principal/Governing board has discretionary power to reject a resignation for the well-being of the institution.

2. Experience Certificate

The Administration department shall issue experience certificate. For this, application has to be given to the Principal. Two copies of experience certificate shall be taken, out of which the original copy is given to the person and the other copy is filed in the office.

3. Exit interview

An exit interview shall be conducted by the concerned person in the Administration department. This shall be filed and inputs shall be used for improving the HR functions of the Institution.

4. Clearance Certificate

Once the resignation of an employee has been accepted by the Principal, through a relieving letter issued by the principal, the employee shall not be entitled for any leave or other benefits and shall serve the institution until the last day. Any dues or certificates shall be given only after clearance is obtained from the college office regarding any dues related to his employment.

H. RENEWAL OR RE-EMPLOYMENT OF SERVICE

1. The services of a casual/substitute/ temporary/part time /ad-hoc employee and of a probationary employee may be extended or renewed afresh by the Principal for another period by mutual agreement. This shall not be considered as continuous service and shall not create any right or claim for regular employment in the institution.
2. A confirmed/regularised bona fide employee, who left the service on account of submission of resignation, may be re-employed in the institution as per the exigencies of the institution. Such re-employment shall not entitle the person for any benefit accruing from the previous service period and shall be treated as fresh employment.
3. A retired employee may be re-employed on receiving a fresh application for job from him if, in the opinion of the Principal,

his services are beneficial for the institution. However, a fresh contract with the retired employee shall be made on a consolidated monthly pay for a period up to one year which may be renewed, but not for more than one more year with due permission from the Governing board.

4. Retirement and extension of services of religious personnel serving in the institutions of the Diocese are governed by the mutual agreement signed between the Diocese and the Major Superiors of the respective Religious Congregations.
5. Reappointments, after retirement, shall be subject to the need of the institution for his service and the physical and mental capability of the person so appointed.

I. ABANDONMENT OF SERVICE

1. An employee who overstays a sanctioned leave, other than sick leave, originally granted or subsequently extended, and/or, remains absent from duty for a period of 7 consecutive days, without the documentary evidence of sanction of leave, shall be liable to be proceeded against as per the following norms.
2. The procedure to be followed in all cases of unauthorized absence which may lead to abandonment or termination of service are as follows:
 - i. Whenever the unauthorized absence is noticed, the principal shall send communication asking the employee to rejoin duty within a stipulated time in one or more of the following ways: through Registered Post, personal email address or any other electronic process, to the address or phone number furnished by the employee at the time of employment or submitted to the office thereafter.
 - ii. This will be followed up at intervals of not less than 24 hours from the receipt of information of the receipt of notice.
 - iii. If the employee concerned fails to join duty within the stipulated period, granted by the Principal of the Institution,

it will be presumed that the employee has abandoned the service from the institution and, therefore, his services will be treated as terminated. In that case, the said employee will not be entitled to any monetary relief or benefit to which other employees are entitled. The decision of the Principal, after the enquiry, is to be communicated to the employee and the Governing board.

3. Consequently, upon the unauthorized abandonment or relinquishment or termination of the job by an employee, his name shall be struck off from the rolls of the institution where he was employed and she/he shall not be entitled for any benefit available to a bona fide employee who leaves the service.

J. RETIREMENT

1. The retirement age of an employee shall be the completion of 58 years of age and he will cease to occupy the post of an employee.
2. The re-employment of an ex- employee is at the discretion of the Principal and the Governing board, and if granted shall be for a specific period with a consolidated remuneration approved by the Governing board. The employee will not be entitled for any other benefits.

K SALARY AND BENEFITS

a) Salary

1. The salary of an employee shall be fixed by the subcommittee of governing board in consultation with experts; and an employee is to be content with the salary agreed upon at the time of signing the agreement. No change in the salary will be granted on the request of the employee, but is upgraded as per the Service Rules and Regulations.
2. The employee will be entitled to his salary by the 7th of every month through a bank account or in cash, as the Principal may decide.

3. An ad hoc/ temporary/ fixed period/contractual/part time/ substitute employee shall be entitled only to a mutually agreed upon consolidated salary after deduction of his share of contribution towards Provident Fund, Employees' State Insurance or other statutory deductions as and when applicable.
4. A probationary employee is entitled for a salary as agreed, after deducting his share of contribution towards Provident Fund, Employees' State Insurance or other statutory deductions. However, he is not entitled for annual increments or any other benefits.
5. A confirmed/regularized employee shall be entitled to remuneration according to the grade and the pay scale approved by the Governing board from time to time. The salary of an employee shall be paid after the Tax Deduction at Source (TDS) where applicable as per law.
6. Salary shall be paid to the staff after the following deductions:
 - a. Deduction for contribution to the provident fund.
 - b. Deduction for allowances such as food, lodging, electricity etc.
 - c. Deduction for income tax payable. The employees liable to pay income tax should submit the copy of return to the Principal every year.
 - d. Deduction of payment for absence from duty.
 - e. Deduction for damage to or loss of goods entrusted to the staff and loss of money which she/he is required to account for, if the loss or damage is directly attributed to her/his neglect or fault.
 - f. If a staff absents herself/himself on either the closing or re-opening day without previous sanction, half of her/his salary for the intervening period of vacation will not be paid. If already paid, that amount of money will be recovered from the staff.

b. Provident Fund

The Provident Fund facilities shall be available to employees in accordance with the provisions contained in the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 as amended from time to time and as per university guidelines.

c. Gratuity

An employee would be entitled to gratuity in accordance with the provisions of the Payment of Gratuity Act, 1972 as applicable to the educational or other institution where the employee has rendered service.

- i. The employees who left the institution before the promulgation of the HR Policy 2015 shall not be entitled for this benefit.
- ii. Gratuity and other dues are to be collected within three months of leaving the employment, and if not, it shall be considered as forfeited and no claim shall be entertained thereafter.
- iii. Only an employee who leaves the service bona fide after a minimum of five years of continuous service as a confirmed/regularised employee is entitled to Gratuity. The years of service for gratuity will be calculated from the date the employee is appointed as a confirmed/regularised employee (after the break of a minimum of one month after the period of probation). The gratuity shall be calculated at the rate of 15 days per year of service on the basis of last drawn salary. However, it shall not exceed the pay of 12 months.

d. Maternity Benefit

1. The female employees, covered under the Employees' State Insurance Scheme, would receive maternity benefit in accordance with the provisions of the said scheme. Other confirmed/regularized female employees, if not enrolled in the ESI Scheme, shall be entitled to receive 90 days of maternity

leave with salary inclusive of the intervening holidays and Sundays, subject to production of medical proof in this respect.

2. An extension, of up to a maximum of 30 days leave without salary, may also be granted to a confirmed female employee who is on maternity leave at the discretion of the Principal on the ground of medical exigencies.

e. Paternity Leave

Three days of paternity leave will be granted to those eligible male teacher who have served the organization for a minimum of two years.

f. Increment

Increments in the organization are strictly linked to performance of an employee. Annual performance appraisal has to be completed by the employee and given to appropriate authorities before the employee is recommended to receive the annual increments. Annual appraisal has to be made at least one month before the employee is due for increment. All PhD holders will be given a one time rise of three increments and M.Phil Holders, one increment, upon producing their Ph.D/M. Phil Certificates. A teacher availing additional post graduate degree in related subjects will be eligible for one increment.

g. Funding

Faculties who act as resource persons for Training/Consultancy can retain 70% of revenue of their work. 30% of the revenue should be paid to college.

h. Performance appraisal

The organization practices 360 days performance appraisal system. Performance appraisals shall be conducted once a year. The

employee has to submit a self- appraisal in the format decided one month before the increment or promotion is due. Performance appraisal is compulsory before a person is made permanent or when he is given a promotion/increment. Usually, the appraisals are done first by the employee (self-appraisal), then by the immediate superior and a joint appraisal. However, it is the privilege of the immediate supervisor to send the final appraisal report after due discussion with the employee to the management. The appraisal should also contain information on the training needs expressed by the employee for further enhancing his/her present performance.

i. Promotion

After 7 years of permanent service a faculty will be eligible for promotion. The promotion committee constituted by the management for this purpose will initiate an extensive assessment of the faculty and upon their recommendation the faculty will be conferred senior grade with scale of pay. After 14 years of service he/she will be eligible to apply for the next grade. The eligibility criteria will be framed by the promotion committee. Probation period will also be considered for grade pay.

j. Staff/Faculty Evaluation by the Students

Students feed back on each staff and faculty (subject wise) will be collected each year. The criteria on evaluation will be published. The summary of the feed back can be viewed by the individual staff/faculty and they are expected to chalk out an action plan to overcome the difficulties expressed by the students and the same must be conveyed to the Director/ Principal for further follow up.

L. LEAVES

a. Leaves in General

1. Leave means authorized absence from duty. Leave shall not be claimed as a right. Discretion to refuse or revoke leave is reserved to the Principal.
2. The grant of leave shall correspond to the financial year.
3. All leaves, other than those mentioned hereunder, shall be at the discretion of the Director/Principal and without pay.
4. An employee is entitled to all holidays notified in the Trinity Companion. However, if the principal requires an employee to come to the college on a holiday, to attend a meeting or for any other purpose connected with the institution, the employee shall obey such orders notwithstanding the fact that it is a holiday.
5. All leaves must be asked for, in writing, and well in advance, except in unforeseen circumstances. Even in such cases, an application must be sent as soon as possible. No leave will be sanctioned on the re-opening and closing days as well as during the examination days.
6. If an employee fails to report to duty within two days after completion of his casual leave or within seven days of the expiry of maternity leave or summer vacation his services shall be liable to be terminated.
7. An employee who is absent either on the last or the first working day of the vacation shall not be entitled to the vacation pay, ensuing or preceding, respectively.
8. An employee who fails to report for duty on the reopening day without prior permission after short vacations like Dusshera or Christmas shall be liable to lose the half salary of the vacation period.
9. Sick leave and casual leave in excess will be treated as leave without pay.

10. Disciplinary action may be initiated against an employee who chronically and frequently apply for leaves and shows an attitude of lethargy and dereliction of duty by taking more than 30 leaves in an academic year other than those leaves ordinarily admissible.
11. The un-availed causal leave may be encashed by an employee at the end of the academic year by applying in writing. Those that leave before the completion of the year cannot claim this benefit. However, granting or refusing the same shall be at the discretion of the Principal, subject to satisfactory performance of the employee concerned during the academic year. This would be assessed in the light of performance evaluation and Annual Confidential Report (ACR) of the employee concerned.
12. An employee shall not be entitled to any leave after he has tendered his resignation.
13. No person on leave may return to duty before the expiry of the period of leave granted to him except with the permission of the competent authority.
14. Process of granting leave:
Each person shall intimate in advance about the leave he/she is going to take. A leave application form duly filled up and recommended by the head of the departments shall be forwarded to the Principal for approval. In case the staff member is not able to give the application form in advance, he/she shall contact the department head over telephone and intimate him of the leave. Also, leave application shall be given on the next day itself. Failure to comply with this rule is treated as loss of pay. Repetition of the same will be treated as unauthorized leave. Any application for leave of absence on medical grounds must be supported by a medical certificate covering the period in question. It is the responsibility of the concerned person to make alternative arrangements during his/her period of leave if it is a pre-decided leave.

15. Granting of leave shall depend on the exigencies of work of the institution and shall be at the discretion of the Principal/Director. Before proceeding on leave the employee has to apply for it. Similarly for extension of leave too, an application has to be submitted before the expiry of the leave originally granted. Submission of an application for more leave will not mean that leave has been sanctioned.
 16. An employee will be required to come to college on any holiday if the same is required to attend an extra ordinary meeting or any other activity connected with the college. This cannot be easily postponed. Whenever services are required to conduct any extracurricular activities after the teaching hours, it has to be done willingly and as a part of service contract.
 17. Duty Leave:
For all duty leaves, prior sanctioning of the Principal with the recommendation of the HOD is required. Priority is given for presenting paper in National Seminars/Conferences.
 18. Deputation / Assignment Leave:
Those permanent faculties who have served the Institution for a minimum period of 10 years can seek permission to take up national or international assignment either on deputation or on long leave basis. The decision on granting such leave is entirely vested with the management, depending on the staff position in a given department in a given time. However, such leaves will not be extended beyond five years.
- b. Casual Leave**
19. Casual leave means and includes the leaves required, sanctioned and availed by the employees on account of reasons or exigencies of casual nature.
 20. An employee shall be entitled to a maximum of twelve casual leaves with pay in an academic year which shall be granted to him at pro-rata basis.

c. Medical Leave

The employee who are covered under the Employee' State Insurance (ESI) Scheme shall avail sick leaves in accordance with such scheme.

21. An Employee who is not covered under the (ESI) Scheme shall be entitled sick leaves in the following manner:-

- i. He shall be entitled to 12 days sick leave with salary in a year. It could be commuted up to 60 days.
- ii. Medical leaves shall not be allowed to be prefixed with a casual leave.
- iii A sick leave for less than three days shall be considered as casual leave. Sick leave of three days or more shall be supported by a medical certificate from a doctor approved by the Director/Principal of the institution.
- iv. In case of frequent application for sick leave the College has the right to get an employee examined by a physician of its choice. If the principal is of the opinion that the illness of an employee prevents him from discharging his duties efficiently, and that it will be in the interest of the institution to send such an employee on compulsory sick leave the employee shall proceed for sick leave for a period determined by a competent medical practitioner approved by the Director/Principal, but not more than a maximum of two months.

d. Leave Without Pay

In principle, 'Leave Without Pay' is not to be sanctioned, except in case of extreme necessity and that too as a rarest of the rare cases, especially if the leave exceeds more than seven days. The salary of an employee shall be deducted for the period during which he remains on leave including the intervening holidays. Such deduction shall be made by dividing the monthly salary by 30.

22. Leave Without Pay, availed without prior written permission, will be considered as unauthorised absence and the employee shall be liable to face disciplinary action.

23. All requests of leave should be given in writing. Granting or denial of leaves is entirely at the discretion of the Principal. The Principal will record the decision, together with the reason for such decision, on the application itself or on a separate letter before confining it to the file.

24. The services of an employee who absents himself/herself for a period of seven days after the expiry of summer vacation or any other vacation or holidays shall be liable to be terminated. Non – availability of air tickets, train tickets etc. shall not be treated as sufficient reasons for absenting oneself from his/her duty as it is the responsibility of the employee to foresee such eventualities. Delay in the postal services shall also not be a sufficient excuse. However, absence of an employee due to the natural calamities may be considered sympathetically by the Principal.

25. It shall not be a sufficient excuse for an employee to be absent from duty that he has forwarded an application to the Principal for leave without pay. Before the employee proceeds on such leave, he must ensure that his leave is duly sanctioned in writing by the Principal.

e. Summer Vacation

26. The period and continuity of summer vacation shall be as declared by the head of the institution, as per the norms of the university. Generally one month annual leave during the month of June is available for all permanent teachers.

27. Regular/Confirmed office staff shall avail themselves of summer vacation up to four weeks or less as decided by the head of the institution.

28. Regular/ confirmed administrative staff can encash their leaves if not availed.

CHAPTER II
CODE OF CONDUCT

A. GENERAL

1. In all matters concerning the administration and general running of the college, the authority of the Principal shall be respected and his/her decision be carried out.
2. All teachers are expected to be exemplary in their public and private life. Their loyalty, sense of dedication and integrity of character at all times should be such as to inspire the students committed to their care. Hence, all teachers are to remember that the relationship of a teacher to a student is sacred and that the trust placed by the parents in entrusting the child under their care is never to be belittled or caused to be broken.

B. ARRIVAL AND DEPARTURES

1. Signing time is 8.50 am in the morning and 2.50 p.m in the afternoon.
2. Teachers must be present for prayer at 8:50 a.m. on all days.
3. Adhoc teachers can leave at 2.30 p.m if no special work is assigned. However their services will be for 10 months only unless specially required by management. They will be deputed to exam duties.
4. In a month four late arrival or four early departure for any urgent reason up to the end of first lecture and after 1.40 pm will be allowed. However this should be marked in the register kept for the same.

5. Other late arrivals will be linked to your pay package. Half day leave will be marked for all other late arrivals up to the end of first lecture or early departure.
6. Half day leave is allowed up to 11am in the morning. Afternoon half day is after 12 pm.

C. CLASS HOURS

1. Punctuality and regularity are demanded from every teacher in all matters. A teacher shall reach his next class immediately after finishing a period.
2. A teacher is not allowed to send any student to the office, the staff room or to any other place during the class hours. Any student who wants to go out of the college during the class hours should have an out-pass in his hand duly signed and issued by class teacher/HOD.
3. Carrying of mobile phones to the classrooms by a teacher or a student is strictly prohibited and, if found, they are liable to be confiscated, and will have to face disciplinary actions.
4. A teacher shall not check the home work during class hours nor shall he/she sit while teaching.

D. DEPARTMENTS

1. Every teacher is required to ensure that the department room is kept always neat and clean. He shall not take away or misplace the staff room articles. Follow 5s system established in the college.
2. Silence in the department room, during the working hours, shall be ensured by every teacher, since the staff room is a place for preparing and planning the lessons as well as for checking the student's work.
3. During the working hours, a teacher shall not entertain any visitor in the college premises without the explicit permission

of the Principal. He shall not cause any visitor to be taken to the staff room.

4. HOD shall see to the discipline and maintenance of the staff room and keep the staff informed regarding all the instructions, notices and circulars from the Principal's office. He shall report periodically to the Principal about any matter that requires attention of the Principal for the good of the institution and the welfare of the staff and students.

E OBLIGATIONS

1. Every employee shall abide by these rules and regulations of the college and show respect to the Principal/Management of the institution.
2. Every teacher shall maintain high standard of discipline in the class room and inculcate in the children the moral values such as honesty, good manners, politeness, forgiveness; foster in their students a spirit of respect and docility, affection and gratitude towards the authorities of the institution.
3. A teacher shall promptly report to the Principal any well founded allegation on sexual harassment, to a pupil or to an employee, perpetuated within the institution or by any student or employee, in connection with the discharge of duty.
4. Every employee shall attend the staff meetings convened by the Director or Principal and shall not be absent without his prior permission.
5. All teachers must be present for monthly staff meeting and take note of the proceedings.
6. Teachers must be inside the class exactly at 9.am and begin the class with a prayer.
7. Learning journal is recommended for all teachers.
8. Student's attendance must be entered in the Computer daily/ weekly.
9. Teachers diary must be completed daily and submitted for verification on every month by HOD and bimonthly by Vice principal academic affairs.
10. Dress code on all Mondays is compulsory.
11. Co – curricular and extracurricular activities are parts of duties of each teacher, as per UGC and University guidelines. Employ ability of students is our responsibility.
12. All teachers must read thoroughly Trinity companion – the Handbook- of the college where the functioning of the college is explained.
13. All teachers must adhere to the quality policy of the college and strive to achieve higher realms of life.
14. Staff shall wear their ID cards during their duty hours. Prepare a paper of research standard in his/her own subject every year and get it published in a journal of repute failing which the annual increment will be withheld. A copy of the published article is to be kept in the library and another copy is to be submitted to the Principal.

CHAPTER III
**MISCONDUCT AND
 MORAL TURPITUDE**

A. MISCONDUCT**i. Minor Misconduct**

Careless work, laziness, inefficiency, late attendance, loitering while on duty, discourtesy with anyone connected with the institution, absence without leave up to three days, absence from prescribed meetings or college activities without the permission of the Principal.

ii. Major Misconduct

The following shall constitute misconduct:

1. Any deliberate breach of any of the provisions of the code of conduct as stated in these rules and regulations will constitute an act of commission and or omission on the part of an employee.
2. Theft, fraud or dishonesty in connection with the profession, or property of the institution or property of another person within the premises of the institution.
3. Taking, demanding or offering bribes or any other illegal gratification.
4. Possession of pecuniary resources or property disproportionate to the known sources of income by the employee or on his behalf by another person, which the employee cannot satisfactorily account for.
5. Furnishing false information or not providing required information regarding the required details such as name, age,

parentage, qualification, previous service and particulars regarding name of the spouse or any other matter germane to the employment at the time of appointment or during the course of employment.

6. Acting in a manner prejudicial to the interest of the Principal or the institution of his employment. Engaging in instigating and persuading other employees to plot against the management or its decisions, or taking lead in collecting signatures of other employees to pressurize the management to change its decision.
7. Deliberate insubordination or disobedience of any lawful and reasonable order of the Principal or his superiors which in the ordinary course of employment an employee is bound to obey. Manifesting in word or action or in any other form, rebellion of any sort to the authority on an order issued orally or in writing.
8. Unauthorized absence from duty.
9. Conviction by a court of law for criminal offences.
10. Striking work or instigating others to strike, gheroing.
11. Habitual late or irregular attendance. Late coming for three days in a month shall constitute habitual late coming; and taking leave without prior permission of the Principal for two times in a month shall constitute irregular attendance.
12. Causing damage to work in progress or to any property of the institution where he is employed either willfully or through negligence.
13. Use of addictive drugs whether inside or outside of the institution of his employment, resulting in disturbance or bad name to the institution.
14. Insubordination, disobedience or instigation thereof whether alone or in combination with any other person, of any lawful and reasonable order of the Principal.
15. Insolence, impertinence or rude behaviour to the Principal, visitors or public servants, whether such an act is committed

- inside the institution or outside the institution, where such an act relates to the employment or working conditions of the institution.
16. Causing unnecessary wastage or damage to the property of the institution by negligence or otherwise.
 17. Canvassing in support of any trade or business or insurance agency, commission agency etc., owned or managed by self or the spouse or any other member of the family of the employee.
 18. Failure to report at once the damage or loss caused to the property of the institution or of any other employee or student.
 19. Gambling within or outside of the premises of the institution.
 20. Smoking within the institution.
 21. Drunkenness or being under the influence of liquor or any other type of drug within the premises of the institution.
 22. Indulge in fighting, riotous or disorderly behaviour which is likely to cause breach of peace, threatening, intimidating, coercing other employee or interfering with the work of other employees, conduct which endangers or likely to endanger the life or safety of another person.
 23. Carrying unauthorized passengers in vehicle of the institution or unauthorized travelling in the institution's vehicle.
 24. Canvassing for Trade Union or Party Membership or the collection of due funds or contributions for the same within the institution.
 25. Refusal to be searched by the security personnel or by a person authorized by the Principal in accordance with the exigencies.
 26. Distributing or exhibiting handbills, pamphlets or causing them to be displayed by means of signs or writing or other visible representations any matter within the institution, without the previous permission of the Principal.
 27. Removal, alteration or defacement of any notice displayed by the Principal.

28. Failure to carry out work in accordance with general or specific instructions given by the Principal or the superiors of the institution directly or through delegated authority.
29. Willfully causing damage or breakage or loss to the properties of the institution or work-in process including sabotage or abetment or instigation thereof or irresponsible action resulting in damage to any goods or properties of the institution.
30. Deceptive or corrupt practices in connection with the work of the institution.
31. Slowing down in performance of work or instigating others to slow down in performing jobs assigned to them.
32. Wrongfully confining any co-employee or any staff member or superior, and obstructing the work of co-employee, staff members or superiors.
33. Falsifying or refusing to give testimony in a domestic enquiry or during the investigation of any matter.
34. Carrying unauthorised arms or lethal weapons in the premises of the institution which is likely to endanger the life or safety of any person or property of the institution.
35. Refusal to accept a charge sheet or order or any other communication from the Principal to the employee.

B. MORAL TURPITUDE

The commission, abetment or attempt to abetment of any of the following acts shall amount to Moral Turpitude:

1. Causing sexual harassment to the Director/Principal of the institution, any employee, pupil or visitor in the institution. Sexual harassment means any unwelcome sexually determined conduct, whether physical, verbal or non-verbal, including but not limited to, sexual advances, demands or requests for sexual favours, molestation, sexually nuanced gestures, comments, remarks or jokes - verbal, textual, graphic or electronic.

2. Any act committed inside or outside the premises of the institute involving criminal offence of serious nature for which imprisonment of three years or more is prescribed under the Indian Penal Code 1960 or any other local or international law.
3. Failing to report any chronic ailment or communicable diseases or deliberately endangering the health of any employee or pupil of the institution.
4. Participating or inciting or instigating to participate in illegal or unjustified strike in any manner or acting in furtherance thereof whether alone or in combination with others.
5. Inefficient performance in regard to work and discipline, failure to obtain results in accordance with the outlined targets of the institution and failure to co-operate in achieving the objectives as specified by the policy of the educational or other institution where he is employed.
6. Habitual absence without leave or absence without leave for more than three consecutive occasions or over-staying sanctioned leave without sufficient grounds or proper or satisfactory explanation including absence from his appointed place of work without obtaining permission.
7. Making false statement in the application for an appointment including non-disclosure of disease or diseases suffered or suffering and giving false information regarding one's age, father's name, permanent address, qualification or previous experience at the time of employment or thereafter.
8. Interfering with the record of attendance or means of recording attendance of himself, any other employee or wilful falsification, defacement or destruction of records of the institution.
9. Making false statement before a superior or forging the signature of a superior in any record or register of the institution or outside of it.

CHAPTER IV

DISCIPLINARY ACTION

A. GENERAL

1. The Chairman of the Governing Board, suo moto or on receipt of suspension order issued by the Director/ Principal or on request of the Principal, has the authority to institute an inquiry against any employee, alleged to be violating the Service Rules and Regulations, by serving show cause notice amounting to charge sheet against the employee concerned, clearly stating the allegations against him and asking him to submit a written reply within 48 hours through the Principal under whom he is rendering service.
2. The Governing Board alone shall award major penalties defined in these Service Rules and Regulations to an employee under the regularized/confirmed category. However, with due authorization from the Governing board, the Director/Principal may award major penalties with due regard for the process of awarding penalties laid out in this Service Rules and Regulations.
3. The Governing board/Director/Principal has the right to demand explanations, suspend, and to take due disciplinary action against any employee of the institution for any violation of the code of conduct, breach of these Service Rules and Regulations or for any act or omission which, in the opinion of the Governing board/Director/Principal, is against the interest of the institution. The Principal may award minor penalties to regularized/confirmed employees, if found to be guilty by admission of the employee or by the Committee that enquired the allegation.

4. The Director/Principal has the power to require explanations, to suspend and to take disciplinary action against any employee for violation of the code of conduct, breach of Service Rules and Regulations or any act which, in the opinion of the Principal, is against the interest of the institution. The employee concerned is to submit his explanations in writing within 24/48 hours from the receipt of the order of show cause notice, disciplinary action and/ or suspension.
5. The Governing Board/Principal may deduct any amount as a fine from the employee's due amount at the time of its payment, if the Governing Board/Principal is of the considered opinion that the employee is liable to receive the amount subject to deduction. The deduction can be up to fifty percent of the payable amount and one third (33%) in the lower side.
6. Notwithstanding the pendency of criminal proceedings against a delinquent employee, the Director/Principal may also initiate disciplinary proceedings against him for the same offence and take action in accordance with the rules and regulations of the institution.
7. Enquiry may be ordered for an employee individually or for several employees where acts of misconduct charged relates to several employees.
8. Appeal against the order of the Director/Principal shall be before the Governing Board whose decision shall be final.
9. The Director/Principal shall not be responsible for any legal action initiated by an aggrieved student, his parents or any other person, against any teacher, who is guilty of offences prohibited in the Service Rules and Regulations and the teacher concerned will be responsible for any consequences following such legal procedures.
10. Any instance that constitutes moral turpitude on the part of an employee shall invite immediate suspension and disciplinary action which may culminate in the termination of his services with consequential adverse effects. The Director/Principal

reserves the right to inform the police about any such incident. Further, the Director/Principal shall also have a right to claim damages (under the law of torts) from the defaulting employee for earning bad name to the college and affecting the reputation of the college adversely.

11. In case of allegations of sexual harassment, the Director/Principal shall constitute a Commission headed by a woman, with not less than fifty per cent of female members, to look into the issues of sexual harassment. The Commission shall submit its findings to the Director/Principal with their opinion for further action.

B. PROCEDURE

1. All complaints about violation of the code of conduct or breach of the Service Rules and Regulations submitted to the Principal shall be investigated, through a person or persons appointed for the purpose, before any penalty is imposed on an employee.
2. Complaints relating to sexual harassment and any other related issues, reported to the Director/Principal, shall immediately be investigated through a Commission constituted for the purpose.
3. The Members shall make a promise of serving the truth in conscience, before the Director/Principal of the Institution, prior to commencing their responsibility.
4. The said Commission shall examine the complaint and, after making preliminary investigations, shall submit its report to the Director/Principal, as soon as possible, and within a week of its taking charge of the assignment.
5. After the preliminary investigation, if the Commission reports that no ground exists for pursuing the case, the matter shall be closed with no adverse remarks against the employee. However, the file shall be preserved in the archives.
6. In case the Commission prima facie finds an employee guilty of

the misconduct of sexual harassment and recommends disciplinary action, disciplinary action shall be initiated by the Director/Principal in accordance with the procedure envisaged in the following articles on violation of service rules and regulations.

7. The Governing Board or the Director, as the case may be, shall order enquiry against an employee who is found to be violating the Service Rules and Regulations or recommended to it by the Director or Principal. The employee accused of violating the Service Rules and Regulations shall be given opportunity of being heard in accordance with the procedure laid down in these Service Rules and Regulations.
 - i. In case of any report or complaint, verbal or written, regarding the violation of the code of conduct or breach of these Service Rules and Regulations, received by the Governing board/Director/Principal or any violation that comes to the notice of the Governing board/Director/Principal, which prima facie discloses that the acts of the employee constitute one or more acts of misconduct and entail disciplinary action requiring the infliction of major penalties, it shall serve the employee a show cause notice with a summary of the allegations against him and requiring him to submit a written reply to the notice through the Principal of the institution where he serves, within 48 hours from the receipt of the show cause notice.
 - a) If, after weighing the reply to the notice, the Governing board/Director/Principal is satisfied with the reply the charges will be dropped and the matter will be considered as closed.
 - b) The Principal may not hold an enquiry if the allegations are not of serious nature and the delinquent employee has admitted the guilt and has apologized in writing, with the assurance not to repeat the same in future, in which case the

Principal may only issue a letter of warning to the employee concerned.

- c) If the admitted misconduct is of a grave nature, the Principal shall proceed against the delinquent employee in accordance with the provisions of these Service Rules and Regulations mentioned hereinafter.
 - ii. The show cause notice shall specify the period within which the employee shall give a written explanation. The employee is duty bound to submit his explanation in writing within the time specified in the charge sheet. At the written request of an employee for more time to submit his defence, extension may be granted at the discretion of the Principal. However, not more than 24 hours may be allowed to submit explanation of the charges leveled against the employee.
 - iii. Where a disciplinary proceeding against an employee is contemplated or is pending or where criminal proceedings against him in respect of any offence are under investigation or trial and the Principal is satisfied that it is necessary or desirable to place the employee concerned under suspension, it may, by order in writing, suspend him pending enquiry, trial, or investigation, with effect from such date as may be specified in the order. Such suspension shall take effect immediately and shall continue till revoked in writing by the Principal. An order setting out in detail the reasons of his suspension shall be served on the employee concerned within a week from the date of his suspension .
 - iv. If the reply to the show cause notice is not submitted in the given period of time or is found to be unsatisfactory, and the Governing board/Director/Principal considers it fit to proceed against the employee, it shall order an enquiry against the employee concerned and constitute an Enquiry Committee for the purpose. The employee shall be informed of the constitution of Enquiry Committee which provides

- the employee an opportunity to defend himself by cooperating with the Enquiry Committee. If required, the employee may be suspended, pending the enquiry.
- v. The Enquiry Committee comprised of two persons, as specified in the order of the Chairman, shall inquire in to the charges and submit a report to the Governing board/Director/Principal, as the case may be. The employee under investigation shall be informed, through a letter by the Enquiry Committee, about the date, place and time of the inquiry asking him to be present for the investigation together with the proofs and addresses of witnesses to support his case before the Enquiry Officer of the Enquiry Committee.
 - vi. The Enquiry Officer/Committee can take assistance of any person, if needed, for recording of the evidence. Presenting Officer will be appointed by the Chairman of the Governing board to produce all evidence in the form of oral as well as documentary, before the Enquiry Officer/Committee to prove the leveled charges.
 - vii. All correspondence to the employee under investigation shall be made on his last known address given by him to the Principal. In case the employee is present in the institute, such letter, charge-sheet or other document shall be given to him by hand in the presence of one witness and his signatures obtained. In case the employee refuses to receive the same, or refuses to affix his signature, such remarks shall be recorded and the signature of two witnesses obtained. Thereafter, such letter, charge-sheet or other document shall be put-up on the notice Governing board which shall be construed to be a valid service of notice on the delinquent employee. In case the employee is not present in the institution, such letter, charge-sheet or other document shall be served on him through registered post, acknowledgment

- due, or through courier service, on his last known address given by him to the Principal.
- viii. During the period of his suspension, the employee shall be entitled to fifty percent of his pay till the final decision of the Governing board regarding his service. The payment of subsistence allowance will be subject to a written undertaking by the employee that he is not engaged in any other employment, business, profession or vocation during the period of suspension.
 - ix. In case the explanation submitted by the employee is found satisfactory or if the Governing board decided not to take any further action, the employee shall be deemed to have been on duty and shall be entitled to his full pay due for the period during suspension. The subsistence allowance paid to the employee shall be adjusted against such pay payable and only the balance amount, if any, shall be paid to the employee.
 - x. The enquiry shall be completed as early as possible and in any case within a period as directed by the Governing board, from the date of issuing of the charge-sheet to the delinquent employee, and submitted with its record before the Governing board.
 - xi. The employee under enquiry shall present himself before the Enquiry Officer/Committee personally. He shall be given reasonable opportunity of being heard in respect of the charges made against him and to defend himself by means of a written statement as well as leading evidence, if any. However, if the delinquent employee fails to participate in the enquiry on the fixed date, time and place, the Enquiry Officer/Committee may adjourn the proceedings to give him another opportunity or may proceed ex-parte at his/their discretion. In case an employee fails to appear in the proceedings on the adjourned date, it shall be a

- presumed that the delinquent employee was deliberately avoiding the participation in the enquiry proceedings in which event ex-parte proceedings will be conducted against him.
- xii. No outsider will be permitted to participate in the proceedings. However, the Enquiry Officer/Committee may permit the assistance of his colleague working in the same institution.
 - xiii. Except where the Enquiry Officer/Committee, for reasons to be recorded, considers it frivolous or likely to cause undue delay not commensurate with the utility of examining such witness, the employee shall be permitted to produce any witness to substantiate his explanation and shall be given opportunity to cross examine any witness on whose statement or evidences the charge rests and to peruse any document relied upon in support of the charge.
 - xiv. However, where in the opinion of the Enquiry Officer/Committee such document is of a confidential nature, he may permit the employee to peruse only that portion of the document which is relevant to the charge or may merely inform him of the contents of the document or that portion of the document as may be relevant to the charge.
 - xv. If the delinquent employee misbehaves with the Enquiry Officer/ Committee or with the witnesses or with any other persons permitted to be or required to be present during the enquiry or does any act hindering the smooth conduct of the enquiry, such fact shall be recorded by the Enquiry Officer/Committee and may be taken cognizance of by the Governing board as a misconduct and proceed with the disciplinary action or keep it for consideration at the time of taking action after receipt of enquiry report from the Enquiry Officer/Committee.

- xvi. If the delinquent employee leaves the enquiry during the conduct of the proceedings without the permission of the Enquiry Officer/Committee, the Presiding Officer may, at his discretion, proceed with the enquiry without the employee being present, after recording such fact.
- xvii. The Enquiry Officer/Committee shall make a brief and faithful record of the statements made and the evidences laid before him/them both in support of and against the charge.
- xviii. The charge sheet, explanation and record of enquiry, together with the findings of the Enquiry Officer/Committee and his/their own personal opinion, shall be submitted by the Enquiry Officer/Committee to the authority that constituted the Enquiry Committee and ordered the Enquiry.
- xix. The Governing board/Director/Principal shall consider the findings of the Enquiry Committee, accept the report and act up on it, if it is satisfied with the findings. If the report and the findings are not satisfactory The Governing board/Director/Principal may appoint a new Enquiry Committee to conduct fresh enquiry into charges already leveled or additional charges, if any.
- xx. Acting up on the report of the Enquiry Committee the Governing board shall decide whether to impose a Major Penalty or a Minor Penalty or exonerate the employee under investigation. The Director/Principal may inflict penalties as per article 2&3 of A, Chapter IV of the Service Rules and Regulations.
- xxi. Where, after such an examination of the records, the charge against the employee is found unsustainable or disproved, his suspension orders shall be cancelled and the employee shall be treated as if he was on duty and shall be entitled to full salary for the period of suspension.

- xxii. Where the charge against the employee is proved but if, in the opinion of the Governing board, the employee does not deserve Major penalties it may impose minor penalties, as it may decide, and notify the employee and the Principal of the Institution where the employee serves.
- xxiii. The Governing board/Principal may, award the following Minor penalties:-
- a. Warning.
 - b. Censure.
 - c. Fine.
 - d. Making adverse entry in the service record.
 - e. Recovery of damages suffered by the Institution.
- xxiv. Where the charge against the employee is proved beyond doubt, the Governing board may inflict any of the following Major Penalties on him:-
- a. Stoppage of one or more annual increments
 - b. Demotion or reversion in rank with reversion of pay
 - c. Termination of services
 - d. Dismissal
- xxv. However, before inflicting a major punishment, the Governing board shall serve a show-cause notice to the delinquent employee along with a copy of the Enquiry Report. The employee concerned shall submit the reply to the show-cause notice within 24 hours of its receipt or within such time as may be specified in such show cause notice.
- xxvi. The Governing board shall consider the reply submitted by the employee and, if it finds anything new in the submissions that requires further enquiry, it may defer its decision to inflict punishment and appoint another Committee or a member of the Governing board to verify the submissions of the employee before taking a final decision.
- xxvii. If the defaulting employee does not reply to the show cause

- notice within the stipulated period, ex-parte decision may be taken by the Governing board without assigning any further reason.
- xxviii. The Decision of the Governing board shall be set forth in writing and be signed by the Chairman and the Secretary of the Governing board and communicated to the employee.
- xxix. A copy of the order of punishment shall be communicated to the employee within seven days, through registered post acknowledgement due or through a courier service at his last known address and a copy of the same shall be put up on the notice Governing board of the institution.
- xxx. If the service of an employee is terminated/dismissed by the Governing board, the delinquent employee shall be duty bound to deposit the suspension amount to the Principal of the institution concerned within seven days from the receipt of the order. The suspension amount, if not deposited by the delinquent employee, shall be deducted from the amount deposited as security. The Governing board may also have recourse to the court to recover the amount from his due fund.
- xxxi. An appeal against the order of punishment, other than termination of services, imposed by the Governing board, may be submitted within thirty days by the aggrieved employee to the President who shall decide on the merit of appeal, after consulting the Executive Committee, and his decision shall be final.
- xxxii. An employee may appeal against the order of termination/dismissal, imposed on him by the Governing board to the President, through the Principal, and his decision shall be final.
- xxxiii. The final decision of the President shall be communicated in writing to the employee concerned as early as possible.

C. REDRESSAL OF GRIEVANCES

1. Any employee desiring a redress of a grievance arising out of his work due to unfair or wrongful act of any employee or relating to unfair treatment or wrongful extraction of work on the part of a superior shall, in the first instance, submit a complaint in writing to the Principal of the institution of his employment.
2. The Principal shall hand over it to the grievance committee, who shall investigate the complaint at such time and place as they may think fit and shall submit report as expeditiously as possible to the Principal of the institution.
3. If the aggrieved employee feels that he has been unable to obtain redressal at the level of Principal of the institution, he shall be required to submit his grievance to the next higher authority i.e. to the Director.
4. If the aggrieved employee is still not satisfied by the decision of the Director, he may represent his grievance to the President and his decision shall be final and binding on the aggrieved employee and the institution concerned.
5. Necessary action or corrective measures shall be initiated by the Principal to redress all genuine complaints as directed by the Governing board.
6. No complaint made after six working days of the occasion leading to the complaint, shall be entertained.

D. MAINTENANCE OF INDIVIDUAL FILES AND RECORDS

1. An individual confidential record of each employee shall be maintained by the institution. It shall consist of factual record of the initial application for job, the bio-data with the attested copies of the certificates of education, experience, character certificate and other such allied documents, undertaking of the employee and appointment order, the pay scale, record of

probation, if extended, annual increments, promotions, leaves and documents relating to the disciplinary action, confidential reports, evaluative assessment in terms of Annual Confidential Reports and the statements with regard to the work done by an employee.

2. The specimen signature of an employee shall be obtained for relevant entries in his personal file maintained in the office of the institution. Refusal on the part of the employee to affix his signature or thumb impression shall amount to misconduct. In such cases, an entry shall be recorded by competent authority of the institution in the presence of two witnesses whose signatures shall also be obtained at the time of entry with clear words "entry recorded in our presence".
3. The confidential record, as detailed above, shall be kept under lock and key of the institution.

E. POWER TO AMEND

1. The Governing board has the right to add, delete, alter or amend all or any of these Service Rules and Regulations. The amended Service Rules and Regulations shall become binding on all employees when communicated to them either in writing or by posting the same on the Notice Board of the institution.
2. These amended Service Rules and Regulations shall come into force on the 1st of January 2015 as these Service Rules and Regulations have been adopted and passed by the Governing board of the Trinity college Education Society in a special meeting as per the provision mentioned in chapter 1 article 5 of the Memorandum of Association of the Trinity college Educational Society, thereby repealing all the previous Service Rules and Regulations of the employees and these amended Service Rules and Regulations shall be binding on all employees of educational or other institutions of the above said society, which is controlled and managed by the Diocese of Julundhur.